

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

FEBRUARY 29, 2000

FROM: KEVIN G. THOMAS, Director  
**Department of Community and Cultural Resources – Regional Parks**

SUBJECT: **AMENDMENT NO. 3 TO AGREEMENT NO. 89-506 WITH R. VAUGHN PORTER  
AND ANNETTE B. PORTER**

RECOMMENDATION: Approve Amendment No. 3 to Agreement No. 89-506 with R. Vaughn Porter and Annette B. Porter for the operation and maintenance of the Park Moabi Marina from July 1, 1999 to June 30, 2004, whereby the County will receive a minimum of \$10,800 per year.

BACKGROUND INFORMATION: On July 10, 1989, the Board of Supervisors approved a ten (10) year lease agreement (Contract No. 89-506) with Garry Daly. Under the terms of this agreement, the County agreed to lease Garry Daly a portion of Moabi Regional Park for the operation and maintenance of the Park Moabi Marina. The Marina includes a general store, fueling facility, and an area for pontoon boat rentals. In consideration of this lease, Mr. Daly agreed to pay the County \$900 per month plus a percentage of monthly gross income. Colorado River Recreation Resort, Inc. (CRRRI) and Daniel E. Holliday (Holliday) subsequently acquired Mr. Daly's interest in this lease agreement.

On June 24, 1991, the Board approved the following two amendments to Contract No. 89-506: Amendment No. 1 assigned the lease from CRRRI and Holliday to R. Vaughn Porter, Annette B. Porter, and Charles R. Lunde; and Amendment No. 2 eliminated the concessioner's right to assign this lease without the County's written consent. On September 23, 1997, the Board approved a separate agreement (Contract No. 97-791) in which all rights and interest in Contract No. 89-506 were assigned from Charles R. Lunde to the Porters (R. Vaughn and Annette B.). In addition, the County, CRRRI, Holliday and Charles R. Lunde were released of any liability related to the Moabi Marina Lease.

The initial term of Contract No. 89-506 terminated on June 30, 1999. Since that time, the Porters have continued to operate the Park Moabi Marina on a month-to-month basis. During this period of time, the Porters and the County have engaged in good faith negotiations to amend certain provisions of the lease. Specifically, the Porters have desired to have the monthly fee of \$900 reduced to \$500 for the months of November through January, while the County has preferred to have the Indemnity and Insurance language updated. Since the parties could not come to a consensus on these provisions, the Porters now wish to exercise their option of extending the term of the lease. Pursuant to paragraph 4 of Contract No. 89-506, the Porters have the option to extend the lease's term for an additional five years. Approval of Amendment No. 3 would allow the Porters to continue to operate and maintain the Park Moabi Marina through June 30, 2004. During this extended period, the original terms and conditions of the lease will remain intact.

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Record of Action of the Board of Supervisors

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REVIEW BY OTHERS: This agreement has been approved as to legal form by Fiona Luke, Deputy County Counsel, on February 15, 2000, and by Michael Sachs (on behalf of Risk Management) on February 16, 2000.

FINANCIAL IMPACT: In addition to receiving a fixed amount of \$10,800 annually, the County will receive six percent (6%) of the concession's monthly gross income. Based on actual data from the past three years, staff estimates this amount to be approximately \$10,500 per year. Revenues expected to be generated from this agreement will be included in future Regional Parks' budgets.

SUPERVISORIAL DISTRICT(S): First

PRESENTER: Thomas A. Potter, 387-2577